

PUBLIC VERSION

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

**AT&T MOBILITY LLC
1055 Lenox Park Blvd. NE
Atlanta, GA 30319
404-236-7895**

Complainant,

v.

**IOWA WIRELESS SERVICES, LLC
4135 NW Urbandale Drive
Urbandale, IA 50322**

Defendant.

Proceeding No. 15-259

File No. EB-15-MD-007

**IOWA WIRELESS SERVICES, LLC OPPOSITION AND OBJECTION TO AT&T
MOBILITY LLC'S REPLY INTERROGATORIES**

Pursuant to Section 1.729(c) of the Federal Communication Commission's Rules, 47 C.F.R. § 1.729(c), Iowa Wireless Services, LLC ("iWireless") hereby files the below opposition and objections to the reply interrogatories submitted in this proceeding by AT&T Mobility LLC ("AT&T" or "Complainant") on February 5, 2016.

GENERAL OBJECTIONS

1. iWireless objects to each interrogatory contained therein to the extent that they request information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine, is an attorney-attorney communication, and/or any other applicable privilege or immunity.

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2. iWireless objects to each interrogatory contained therein to the extent that they are overbroad as to time and scope, and/or unduly burdensome and oppressive.

3. iWireless objects to each interrogatory contained therein to the extent that they are irrelevant and immaterial to the pending action and are not reasonably calculated to lead to the discovery of admissible evidence. iWireless further objects to each interrogatory contained therein, to the extent that they are vague and ambiguous, and/or unintelligible, in the context of this matter.

4. iWireless objects to the AT&T interrogatories *in toto* as they violate Section 1.729(a) of the Commission's rules by having more than five written interrogatories, including subparts. The following interrogatories have multiple subparts: Interrogatory 11 – three subparts and; Interrogatory 12 – four subparts.

For ease of reference, the Definitions and Interrogatories of AT&T are set forth below, followed by any applicable iWireless objection.

iWireless objects to and has no obligation to follow or adhere to AT&T's proposed instructions with respect to the Interrogatories, and its objections will be provided in accordance with the Commission's rules. In addition, AT&T has no ability to request any documentation with respect to its requests at this time, and iWireless has no obligation to provide any documentation associated with any interrogatory responses, and thus will not do so.

DEFINITIONS

The definitions set forth below shall apply to each of the following interrogatories, unless other explicitly indicated:

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1. "Any" means each, every, and all persons, places, or things to which the term refers.
2. "Communication" means any transfer of information, whether written, printed, electronic, oral, pictorial, or otherwise transmitted by any means or manner whatsoever.
3. "Copy" means any reproduction, in whole or in part, of an original document and includes, but is not limited to, non-identical copies made from copies.
4. "Describe" and "description" means to set forth fully, in detail, and unambiguously each and every fact of which you have knowledge related to answering the interrogatory.
5. "Document" means any written, drawn, recorded, transcribed, filed, or graphic matter, including scientific or researchers' notebooks, raw data, calculations, information stored in computers, computer programs, surveys, tests and their results, however produced or reproduced. With respect to any document that is not exactly identical to another document for any reason, including but not limited to marginal notations, deletions, or redrafts, or rewrites, separate documents should be provided.
6. "Identify," "identity," or "identification," when used in relation to "person" or "persons," means to state the full name and present or last known address of such person or persons and, if a natural person, his or her present or last known job title, the name and address of his or her present or last known employer, and the nature of the relationship or association of such person to you.
7. "Identify," "identity," or "identification," when used in relation to "document" or "documents," means to state the date, subject matter, name(s) of person(s) that wrote, signed, initialed, dictated, or otherwise participated in the creation of same, the name(s) of the addressee(s) (if any), and the name(s) and address(es) (if any) of each person or persons who have possession, custody, or control of said document or documents.

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iWIRELESS OBJECTION

iWireless objects to this definition as being overbroad, the result of which is to make any interrogatory using the specified terms unduly burdensome. Requiring iWireless to identify the “name(s) of person(s) that wrote, signed, initialed, dictated, or otherwise participated in the creation” of each document is not only burdensome but likely impossible, as is the requirement that iWireless identify every person that has possession of every copy of every document.

8. “Identify” when used in relation to a “communication” means to identify the participants in each communication and, if such communication is not contained in a document, the date, place, and content of such communication.
9. “Including” means including but not limited to.
10. “Original” means the first archetypal document produced, that is, the document itself, not a copy.
11. “Person” or “persons” means any natural person or persons, group of natural persons acting as individuals, group of natural persons acting as a group (*e.g.*, as a board of directors, a committee, *etc.*), or any firm, corporate entity, partnership, association, joint venture, business, enterprise, cooperative, municipality, commission, or governmental body or agency.
12. “Relate to,” “relating to,” or “in relation to” means involving, reflecting, identifying, stating, referring to, evidencing, constituting, analyzing, underlying, commenting upon, mentioning, or connected with, in any way, the subject matter of the request.

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13. "You," "your," or "iWireless" means Iowa Wireless Services, LLC; any of its parent, affiliated or subsidiary companies, including but not limited to T-Mobile USA, Iowa Network Services, Inc. ("INS") and any of the approximately 127 independent telephone companies that own INS; and employees, officers, directors, agents, representatives, and all other persons or entities acting or purporting to act on their behalf, including without limitation any outside consultant or witness retained by them. In that regard, each and every interrogatory contained herein is directed at you.

iWIRELESS OBJECTION

iWireless objects to this definition because it is overbroad as to scope with the result that it renders every interrogatory that uses the defined terms unduly burdensome and oppressive. iWireless further objects to the extent AT&T requests information from persons who are not under the direction or control of iWireless, including T-Mobile USA, Iowa Network Services, Inc. ("INSI") and all of the independent telephone companies that own INSI, as iWireless is unable to cause them to provide information. AT&T may only request information from iWireless which is the only party named in the AT&T Amended Complaint. iWireless further objects to the inclusion of T-Mobile and INSI within the category of a parent, affiliated or subsidiary company of iWireless, as neither T-Mobile USA nor INSI controls or is under common control with iWireless. iWireless further objects to this interrogatory because including T-Mobile and INSI within the subject definitions results in every interrogatory using these terms being overly broad, burdensome and unlikely to lead to the discovery of relevant information.

14. "ITC" means independent telephone company.

INTERROGATORIES

AT&T INTERROGATORY 11:

Describe in detail the mechanism by which [BEGIN CONFIDENTIAL]

[REDACTED]

[END

CONFIDENTIAL]

iWIRELESS OBJECTION:

iWireless notes that this interrogatory contains 3 subparts and thus qualifies as 3 questions.

iWireless objects to this interrogatory as unreasonably vague in that the phrase [BEGIN CONFIDENTIAL]

[REDACTED]

[REDACTED] [END CONFIDENTIAL] is too broad and indefinite and requests information that is not relevant to the matters in issue in this proceeding, nor likely to lead relevant information. iWireless further objects because this interrogatory requests information that is confidential and not able to be shared without third party consent. In addition, iWireless also objects to the extent that this interrogatory requests information that is highly confidential and contains business trade secretes, the disclosure of which is not necessary or appropriate in this proceeding.

¹ Declaration of Craven Shumaker ¶ 39 (Jan. 21, 2015) (“Shumaker Decl.”).

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AT&T INTERROGATORY 12:

Describe the deployment of the iWireless network including the number of 2G cell sites owned by iWireless and [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL], the number of 3G cell sites owned by iWireless and [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] and the coverage area of each cell site.

iWIRELESS OBJECTION:

iWireless objects to this four-part interrogatory which, given the earlier multipart interrogatory, exceeds the 5 interrogatory limit to which AT&T is subject. iWireless further objects to this interrogatory because it uses the objectionable and overbroad defined term "iWireless" (*see* iWireless Objection to Definition 7, *supra*) which causes the interrogatory to be overly broad and burdensome. iWireless also objects to the extent it requests confidential business information that is not able to be shared without third party consent. In addition, such information would provide detailed information about the scope of the iWireless buildout which could be used in an anti-competitive manner by AT&T. iWireless further objects because this interrogatory requests information that is highly confidential and contains business trade secrets the disclosure of which is not necessary or appropriate in this proceeding and cannot be disclosed without third party consents. AT&T is not entitled to receive information related to a competitor's buildout schedule, and the disclosure of buildout plans could be used by AT&T to influence its own business decisions. iWireless also objects to the extent AT&T requests information from persons who are not under the direction or control of iWireless, including the ITCs, as iWireless is unable to cause them to provide information.

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AT&T INTERROGATORY 13:

Identify the average amount of monthly traffic on iWireless' 2G network associated with iWireless' retail customers and with each of its roaming partners.

iWIRELESS OBJECTION:

iWireless objects to this interrogatory because, properly viewed, the prior multipart interrogatories have exhausted the 5 interrogatory limit to which AT&T is subject. iWireless further objects to this interrogatory because it uses the objectionable and overbroad defined terms "iWireless" (*see* iWireless Objection to Definition 13, *supra*) and "identify" (*see* iWireless Objection to Definition 7, *supra*) which renders the interrogatory overbroad, unduly burdensome and oppressive. iWireless further objects to this interrogatory to the extent it requests information that is confidential and not able to be shared without third party consent. In addition, iWireless objects to this interrogatory because the interrogatory is not likely to lead to the discovery of relevant information. The touchstone of the data roaming rule is "individualized decisionmaking" and the iWireless Answer sets forth the particular facts and circumstances *with respect to AT&T* which are relevant here. Because iWireless is not obligated to provide data roaming service to all comers on a non-discriminatory basis, the information solicited by AT&T here is not relevant, nor likely to lead to relevant information.

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AT&T INTERROGATORY 14:

Provide supporting detail for each of the cost factors identified by Mr. Shumaker in paragraph 9 of his declaration.

iWIRELESS OBJECTION:

iWireless objects to this interrogatory because, properly viewed, the prior interrogatories have exhausted the 5 interrogatory limit to which AT&T is subject. iWireless objects to this interrogatory because it is unreasonably vague because the phrase "supporting detail" is undefined.

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AT&T INTERROGATORY 15:

**Describe the basis for Mr. Shumaker's belief that AT&T's proposed rate [BEGIN
CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] Shumaker Decl.
¶¶ 18, 39.**

iWIRELESS OBJECTION:

iWireless objects to this interrogatory because, properly viewed, the prior interrogatories have exhausted the 5 interrogatory limit to which AT&T is subject. iWireless objects to this interrogatory to the extent it requests information that is confidential and not able to be shared without third party consent.

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Respectfully submitted,



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Counsel to Iowa Wireless Services, LLC

Dated: February 10, 2016

CERTIFICATE OF SERVICE

I hereby certify that on February 10, 2016, I caused the foregoing to be delivered to:

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445 12th Street, S.W.
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Via Hand Delivery – a complete hard copy of the Confidential Version
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